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09/855,062	05/14/2001	Michael A. Bass	32759US1	8583

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EXAMINER

GARG, YOGESH C

ART UNIT	PAPER NUMBER
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3625

DATE MAILED: 01/21/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

# Office Action Summary

Application No.

09/855,062

Applicant(s)

BASS, MICHAEL A.

Examiner

Yogesh C Garg

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

## Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on 15 November 2002.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

## Disposition of Claims

- 4) ☐ Claim(s) 1-5,7-15 and 22-36 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-5,7-15 and 22-36 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.  
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

## Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).  
\* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).  
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

## Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) \_\_\_\_\_ 6) ☐ Other: \_\_\_\_\_

## **DETAILED ACTION**

### ***Response to Amendment***

1. Amendment received on November 15, 2002, paper number 11, is acknowledged and entered. Claims 6 and 16-21 are cancelled. Cancelled claims 16-21 are directed to a non-elected invention as referenced in paper number 8. Claims 1, 4, 7-8, 10-11, and 13-14 are amended. New claims 22-36 are added. Currently claims 1-5, 7-15, and 22-36 are pending for examination. Applicant's request for reconsideration of the finality of the rejection of the last Office action, paper # 8 is persuasive and, therefore, the finality of that action is withdrawn.

### ***Response to Arguments***

2. Applicant's arguments with respect to claims 1-5, 7-15, and 22-36 filed on November 15, 2002 have been considered but are moot in view of the new ground(s) of rejection. This is a non-final rejection.

### ***Claim Rejections - 35 USC § 102***

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

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A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

4. Claims 1-3, 7-8, 13-14, 22-23, 26, 28-29, 32-35, are rejected under 35

U.S.C. 102(a) as being anticipated by FSBO Advertising Service, Inc. (see copies of web pages as available on March 2, 2000, on their web site [fsboadvertisingservice.com](http://fsboadvertisingservice.com) and extracted from waybackmachine web site, [www.archive.org](http://www.archive.org) on 01/09/2003. All 12 pages are numbered from 1-12 for the convenience of reference.), hereinafter, referred to as FSBO.

With regards to claim 1, FSBO teaches a method for marketing a good comprising the steps of

a) providing a physical sign, said physical sign having a preprinted website address, a space for a unique identifier, and an indication that a good is for sale or rent (at least see pages 4 and 9, "Custom Yard Signs", and page 11)

b) providing a website located at said website address, said website permitting a seller, to post on said website under said unique identifier information about said good, said website further permitting a prospective purchaser to enter said unique identifier in order to view said information (see at least pages 1, 2, 4, 6, 11. Note: On page 9, Ad# indicated in the Yard sign, and on page 11, Listing # correspond to the unique identifier of the product in the instant application.)

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c) said seller conspicuously placing said sign physically on or adjacent said good for sale or rent, wherein said unique identifier corresponds specifically to said good on said website (at least see pages 4 and 9, "Custom Yard Signs", and page 11),

d) wherein when said seller logs onto said website said unique identifier is provided to said seller or entered by said seller at said website in connection with said seller posting said information on said website (see at least pages 1, 2, 4, 6, 11).

With regards to claims 2, and 3, FSBO discloses that the website provides the unique identifier to the seller to print it in said space on the said sign (see at least pages 1, 2, 4, 6, 11. Note: On page 9, Ad# indicated in the Yard sign, and on page 11, Listing # correspond to the unique identifier of the product in the instant application. )

With regards to claims 7-8, FSBO discloses permitting the said purchaser to browse plurality of goods listed on said website by category and geographic location, and to view posted information therefore without reference to said unique identifier (see at least page 2. Note: the purchaser can look for many other houses-goods-in different states.).

With regards to claims 13, FSBO discloses providing a container into which said seller can deposit a sheet of paper containing information about said good at (at least see pages 4 and 9, "Custom Yard Signs". Note: On page 9, "Brochures" denote the container for brochures.).

With regards to claim 14, FSBO teaches promoting said website to the general consuming public (at least see pages 2,3, 11,12,13).

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With regards to claims 22, 23, 26, 28, 29, 32, 33, 34, and 35, FSBO teaches all limitations of these claims( at least see, pages 2-13).

***Claim Rejections - 35 USC § 103***

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 4-5, and 30-31 are rejected under 35 U.S.C. 103(a) as being unpatentable over FSBO and further in view of Chiquette (US Patent 5,920,634).

With regards to claims 4-5, and 30-31, FSBO teaches a method for marketing good as disclosed and analyzed in claims 1 and 26 above. FSBO does not disclose providing a description of said good and seller's personal contact information thereon. However, in the same field of advertising display standards and technologies, Chiquette teaches providing a description of said good and seller's personal contact information thereon the sign (col.1, lines 14-24, "*....The free standing advertising displays in common use today consist simply.....a visual panel hanging.....phone number...minimal detail about the thing being advertised*"). It would have been obvious to a person of an ordinary skill in the art at the time of the invention to modify FSBO to include providing a description of said good and seller's personal contact information thereon the sign. Doing so would make information available to consumers and give

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them some idea about the product being sold and also whom to contact for more information.

7. Claim 9 is rejected under 35 U.S.C. 103(a) as being unpatentable over FSBO.

With regards to claim 9, FSBO further discloses providing instructions to said seller about how to post information about said good on said website under said unique identifier (see at least page 3, 4, 6,). FSBO also discloses preprinted web site addresses (see at least pages, 9, 11, "SeeHomePhoto.com", "FSBOAdvertisingservice.com"). FSBO does not disclose preprinting instructions on the sign. Note: As per applicant instructions can recite like, " For more information visit [www.sharpcar.com](http://www.sharpcar.com) and enter the following identification number: 123456 " (see specification, page 5, lines 9-11). However, It would be obvious to a person of an ordinary skill in the art at the time of the invention to visit preprinted sites, "SeeHomePhoto.com", "FSBOAdvertisingservice.com". in FSBO and as expressly indicated in FSBO (see at least page 11, " Question... ..Sellers Co-Op") to get more information.

8. Claims 10,11, 12, and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over FSBO and further in view of Klingman (US Patent 5,799,285).

With regards to claims 10,11,12, and 15, FSBO teaches a method of marketing a good as disclosed and analyzed in claim 1, above. FSBO does not disclose making payments in the event of sale/purchase to seller directly or to the provider of web site so

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that provider can forward the payment to the seller, or to the provider from seller as a fee, or from the seller as a fee in connection with said posting of information on web site. As per knowledge generally available such payments in the event of sale/purchase to seller directly or to the provider of web site so that provider can forward the payment to the seller, or to the provider from seller as a fee, or from the seller as a fee in connection with said posting of information on web site are a common practice as expressed in Klingman ( see at least. Col.4, lines 43-48, col.8, lines 6-8, col.9, lines 48-54, col.13, lines 31-33, and col.16, lines 2-16). It would have been obvious to a person of an ordinary skill in the art at the time of the invention to make payments in the event of sale/purchase to seller directly or to the provider of web site so that provider can forward the payment to the seller, or to the provider from seller as a fee, or from the seller as a fee in connection with said posting of information on web site as expressly demonstrated in Klingman.

9. Claims 24, 25, and 36 are rejected under 35 U.S.C. 103(a) as being obvious over FSBO in view of Berlin et al. (US Patent 5,915,093), hereinafter, referred to as Berlin.

With regards to claims 24, 25, and 36 FSBO teaches a method for marketing a good as disclosed and analyzed in claim 1, and 26 above. FSBO does not teach buying/selling physical signs in retail stores. FSBO discloses that physical signs are sold online. As per knowledge generally available there are many people who do not feel comfortable in buying goods on-line due to a number of reasons and they would like to buy directly from the retail stores. Berlin expressly teaches many people who do not



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feel comfortable in buying goods on-line due to a number of reasons and they would like to buy directly from the retail stores (see at least col.3, line 60-col.4, line 14). In view of the knowledge generally available and as clearly expressed in Berlin it would be obvious to a person of an ordinary skill in the art at the time of the invention to modify FSBO to include the feature of selling signs at retail stores so that those people who do not feel comfortable in making purchases online can buy the signs in retail stores.

10. Claim 27 is rejected under 35 U.S.C. 103(a) as being obvious over FSBO in view of Mahoney et al. (US Patent 6,003,255), hereinafter, referred to as Mahoney.

With regards to claim 27, FSBO teaches a method for marketing a good as disclosed and analyzed in claim 1, and 26 above. FSBO discloses that the goods being sold are homes/apartments/real estate properties. Though the same method can be used for marketing other goods FSBO does not disclose that. However, Mahoney expressly discloses that physical signs are used to sell many different products including automobiles (see at least col.1, lines 1-67). In view of Mahoney, and as per knowledge generally available it would be obvious for a person of an ordinary skill in the art at the time of the invention to use physical signs in FSBO to sell goods like automobiles also because physical advertising signs help to sell products (see at least Mahoney, col.1, lines 4-6, "... Advertising signs and/or displays are used in a number of different businesses and frequently serve as point of sale devices ").

### ***Conclusion***

11. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

(i) Business Editors, "Cameraworld.com Ad strategy Gets First Exposure in Seattle", Business Wire; New York; March 8, 1999, 2 pages, and Anonymous, "Now we're the great daily of Beckindale", Northern Echo; Darlington; June 4, 1999, 1 page, both publications extracted on Internet from <http://proquest.umi.com> database on 01/13/2003 disclose that companies advertise on physical signs like billboards and provide web addresses so that consumers can contact them for further information, if needed by them.

(ii) US Patents 6,263,601 to Emert and 6,430,605 to Hunter disclose use of physical signs for advertising, marketing and selling products. Emert's patent is directed towards selling real estate and Hunter's patent is directed to advertising and marketing products being sold in retail stores.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Yogesh C Garg whose telephone number is 703-306-0252. The examiner can normally be reached on M-F (8:30-4:00).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn W Coggins can be reached on 703-308-1344. The fax phone numbers for the organization where this application or proceeding is assigned are 703-

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305-7687 for regular communications and 703-305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

Yogesh C Garg  
Examiner  
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YCG  
January 15, 2003

  
WYNN W. COGGINS  
SUPERVISORY PATENT EXAMINER  
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